the stock at an exhorbitant price even from A if necessary and have then recovered the difference in an action at law. 3 SUTHERLAND, DAMAGES, § 651. And so if the remedy is admitted to be inadequate in the latter case, it must be inadequate in the former. It would seem that the court has not a proper conception of the term, adequacy of legal remedy. An adequate remedy at law, which will deprive a court of equity of jurisdiction, is a remedy as certain, complete, prompt and efficient to attain the ends of justice as the remedy in equity. *Blackstone Hall Co.* v. *Rhode Island Co.* (R. I. 1916), 97 Atl. 488; *Boyce* v. *Grundy,* 3 Pet. 210, 7 L. Ed. 655; *Springfield Milling Co.* v. *Barnard & Leas Mfg. Co.,* 81 Fed. 261, 26 C. C. A. 389; *Brown* v. *Arnold,* 131 Fed. 723, 67 C. C. A. 125. Under this definition, it would seem that A's remedy at law is inadequate, for considerable delay and risk would be involved in a public sale and suit for the difference, in view of the fact that the stock is not selling regularly on the market. Generally, where the buyer's remedy is inadequate, the seller's is also, if this definition be accepted. The court in the principal case have taken an admirable view upon the question of mutuality of remedy and one fully in accord with the modern trend of authority, although they put it on the ground of their own Code provision. But as to the meaning of the word inadequacy of legal remedy, it might more logically have followed the definition of the Federal Courts. In regard to a seller's rights to demand specific performance of a contract for sale of stock, see 13 MICH. L. REV. 609.

TORTS—LIABILITY OF THEATER FOR INJURIES TO SPECTATOR.—Plaintiff's wife was a spectator at defendant's theater, where some trained lions were performing. These lions did not belong to the defendant and he did not have direct charge of them, having merely engaged their owner to give this part of the performance. Three lions escaped from their cages and plaintiff's wife was injured in the panic which followed. *Held,* that defendant was liable for the injuries received in the panic although he did not own or have charge of the lions and was not negligent. *Stamp* v. *Eighty-Sixth Street Amusement Co.* (1916), 159 N. Y. Supp. 683.

It is well established that the owner of a vicious animal is absolutely liable for any injury done by such animal in the absence of any voluntary act by the plaintiff which brought on the injury. *Card* v. *Case,* 5 C. B. Rep. 622; *Muller* v. *McKesson,* 73 N. Y. 195, 29 Am. Rep. 123; *Congress etc. Spring Co.* v. *Edgar,* 99 U. S. 645, 25 Law Ed. 488. Some cases have gone farther and held that compensation may be recovered from either the owner or the keeper of a wild animal for injuries done by it. *Hayes* v. *Miller,* 150 Ala. 621, 11 L. R. A. (N. S.) 748. But as the court points out in the principal case, in practically all the cases where this rule has been announced the person who "harbored" the animal took direct charge and control of the animal. However, the Supreme Court of Ontario held in the case of *Shaw* v. *McCreary,* 19 Ont. Rep. 39, that even the owner of land upon which the animal was confined and from which it escaped could be held liable for injuries done by such animal. In the principal case both parties relied upon the case of *Molloy* v. *Starin,* 191 N. Y. 21, 83 N. E. 588, 16 L. R. A. (N. S.) 445, 14 Ann. Cases

57, and cases there cited. This case held, (CULLEN, C. J. dissenting,) that a carrier having possession of a wild animal for transportation is not within the rule that the keeper of such an animal is liable for injuries caused by it irrespective of negligence on his part. See 21 HARV. L. REV. 441; 8 COL. L. REV. 223 and cases there cited. Upon its own peculiar facts that decision was undoubtedly correct, but as in the principal case the defendant brought the wild animals to the theater for his own purposes and then invited the general public to visit the premises the defendant is brought within the rule which fixes upon one who harbors a wild animal an absolute liability for injuries suffered as a result of his own acts. For a criticism of the general rule see, COOLEY, TORTS, (3rd ed.), § 706. For a full discussion of the question see note on page 287 of 97 Am. St. Reps., also note 11 L. R. A. (N. S.) 748, and article by T. BEVEN, in 22 HARV. L. REV. 465-491.

TRUSTS—EFFECT OF DEPOSITS IN TRUST.—A. B. opened an account in a Savings Bank in his own name "in trust for C. D., sister." C. D. was not notified that she had been made cestui que trust of the deposit. A. B. died in the lifetime of C. D. without withdrawing the deposit. *Held*, at death of A. B. a trust in the deposit became absolute, and C. D. was entitled thereto. *Fiocchi* v. *Smith* (N. J. Eq. 1916), 97 Atl. 283.

The decisions on the question here involved may be classified into three groups. By the weight of authority the facts given would effect an irrevocable trust. *Sayre* v. *Weil*, 94 Ala. 466, 10 So. 546; *Booth* v. *Oakland Savings Bank*, 122 Calif. 19; *Harris Banking Co.* v. *Miller*, 190 Mo. 640; *Milholland* v. *Whalen*, 89 Md. 212; *Martin* v. *Funk*, 75 N. Y. 34; *Scott* v. *Harbeck*, 49 N. Y. 292; *Merigan* v. *McGonigle*, 205 Pa. St. 321; *Robinson* v. *Appleby*, 173 N. Y. 626, 66 N. E. 1115; *Robinson* v. *McCarthy*, 54 App. Div. 103, 66 N. Y. Supp. 327. The principal case is typical of the second group in which it is held that the trust is tentative, and revocable. *Latton* v. *Van Ness*, 184 N. Y. 601, 77 N. E. 1190; *Cunningham* v. *Davenport*, 147 N. Y. 43, 41 N. E. 412; *In re Totten*, 179 N. Y. 112, 71 N. E. 748, 3 MICH. L. REV. 70, but see *Mathias* v. *Fowler*, 124 Md. 655, 93 Atl. 298; *Citizens National Bank* v. *McKenna*, 168 Mo. App. 254, 153 S. W. 521. In these cases it is usually held that the trust becomes irrevocable by notice to the cestui, or by the death of the depositor. The doctrine of a tentative trust seems to rest on policy rather than logic. In the third group are found decisions which deny the existence of any trust on the facts of the principal case. *Clark* v. *Clark*, 108 Mass. 522; *Stone* v. *Bishop*, 23 Fed. Cases No. 13482; *Jewett* v. *Shattuck*, 124 Mass. 590; *Brabrook* v. *Five Cent Saving Bank*, 104 Mass. 228; *Marcy* v. *Amazean*, 61 N. H. 131, 60 Am. Rep. 320.

WILLS—WITNESSES SIGNING BEFORE TESTATOR.—The deceased, before he signed his will, requested J to witness it as his will, and J signed his name to the paper. Thereafter deceased took the paper to R, who witnessed it, and deceased, in the presence of R, subscribed his name to the document, but this subscription was never acknowledged to J nor did J ever see the paper with the deceased's name attached thereto. *Held*: Under KENTUCKY